P 13

C.F. 71.

1938

Department of Revenue

OFFICE Board of Revenue

STATION Madras

Mas No. 107

Dated 15-1-38

B 55/86/37

Dy No. 191

DESPATCHED
20 JAN 1938
Madras

Pages in the file

(SUBJECT)

Licence - land - (Bellary) - Hospet Taluk
Town - S.No 252 (part) - Sub Collector's
Office Compound - Hussein Sahib
Bodamination Court - Sanctioned.

C/[illegible]2.

In reply, please quote number, date and [illegible]ort title.*

Revenue DEPARTMENT.

Received ..... *Registered* 9

From (Name) I W Pritchard Esq., I.C.S.

(Designation) Collector,

Post Box ....., (Station) Bellary.

Telegraphic Address ....

To

The Secretary to the Board of Revenue
Madras.

Ref. No. 5580/36A-7 dated 19-10-37. 19

Sir,

Leases land at the disposal of Government- Hospet talul village- Sub Collector's Office Compound- grant to the Hussey club- proposals-submitted.

ENCLOSURES— Three

SPARE COPIES Four

The Secretary, Hussey club, Hospet has applied for the grant of a licence for the Badminton ~~club~~ court in the Sub Collector's Office compound at Hospet. The site ~~applied~~ applied for measures 0.36 acres with a ground rent of Rs 4-4-0 at Rs ~~11-14-0~~ 11-14-0 an acre. The Executive Engineer Bellary has approved the plan of the site and has no objection for the grant of a licence. The site applied for does not contain any trees, graves, plants etc. As the members of the club are all officials, the Sub Collect Hospet recommends a licence fee of ~~0-14-0~~ 0-4-0 per annum. I submit herewith proposals in the form prescribed in B.P.No 132 Press dated 30-9-36 for the grant of a licence to the club: The licence applied for may be granted levying a fee of 0-4-0 per annum. A copy of the club's rules is enclosed.

Mutty.
20-10

A.S.N./20-10A.

For Collector.

LICENCE FOR THE USE OF STATE LAND FOR RECREATION PURPOSES.

I, A. G. Blake I.C.S. the Collector of Bellary district (hereinafter referred to as the Collector) hereby license and authorise the ~~President~~ Secretary Hussey Club for the time being (hereinafter to as the licensee) to use at all times during the continuance of this license all that piece and parcel of land situated in the Sub-Collector's Mill Compound and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached, for the purpose of the Badminton Club subject nevertheless to the conditions herein contained.

REVENUE DIVISIONAL OFFICER 25 JUL 1937 BPET

2. The licensee shall, so long as the license hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual license fee of Rs. 0 - 4 - 0 clear of all deductions, the first of such payments to be made on the 1st day of April 1938 and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay an discharge all existing and future municipal other taxes, charges, assessments and outgoings payable in respect of the said land.

4. The licensee shall not use the said land or suffer it to be used except for the purposes of the Badminton club which are the following:----

5. The licensee may erect in accordance with the plan (s) hereto annexed.

6. The land and buildings (s) shall not be used for political meetings.

7. The licensee shall not, except as provided in condition 5, erect any buildings, fences or structures of a permanent or a temporary character on the said land without the previous written sanction of the Government of Madras. Board of Revenue

8. The licensee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Collector and shall also maintain the structures, if any, erected thereon as aforesaid, in good and substantial repair to the satisfaction of the Collector. No alteration or extension of any such structures shall be made without the previous written sanction of the Government Board of Revenue of Madras.

9. The licensee may uproot, cut down or destroy such trees plants, groves or bushes, as, in the opinion of the Collector, it is necessary to uproot, cut down or destroy, to make the said land fit for the purposes of the Badminton club and may take them free of charge and dispose of them in any manner he likes. The licensee may level the ground by removing embanked pathways and filling up low-lying places on the said land so as to make the ground fit for the purpose of the Badminton club and may mow and cut the grass thereon and dispose of the same in any manner he likes and do any work on the said land which in the opinion of the Collector is necessary for such purpose.

10. The licensee shall remove immediately any unauthorised building, fence or structure, on receiving notice from the Collector, and in default of immediate compliance with any such notice, the Collector shall have power to remove the same and the licensee shall, upon demand made by or on behalf of the Collector, pay the cost of removal and the cost of storing the materials removed and take delivery of the same. The licensee shall have no claim to any materials removed under this condition, which shall not have been taken delivery of, or the cost of removal and storage of which shall not have been paid by the licensee on demand made as aforesaid.

11. The licensee shall not, without the previous written

written sanction of the Government of Madras, permit any person to use the said land or any structure thereon or any portion of such land or of such structure except as provided in condition 4.

12. The licensee shall on the termination or revocation of the license restore the said land to as good a condition as is consistent with the foregoing conditions.

13. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as is permitted by the foregoing conditions.

14. The Collector may revoke this license at any time if the license fee or any part thereof shall remain unpaid for 15 days after it has become payable (whether formally demanded or not) or if the licensee shall have broken any of the conditions herein contained and assume control or otherwise dispose of all or any part of the said land and any buildings, fences and structures thereon and the licensee shall not be entitled to any compensation therefor.

15. The license hereby granted may be revoked by the Collector, after giving six months' notice in writing and by the Government of Madras, without notice for emergent reasons (the Board of Revenue said Government of Madras being the sole judge of the emergency) and shall be terminable by the licensee, by giving to the Collector Six months' notice in writing but without prejudice to any right of action or remedy of the Collector in respect of any antecedent breach of any of the foregoing conditions. The licensee shall not, in case of such revocation or termination, be entitled to any compensation in respect of any buildings, fences and structures on the said land or of any other improvements affected by him to the said land, but he may, before the revocation or termination of the license takes effect or, if the license is revoked without notice, within such time as may be allowed by the Collector in that behalf, remove such buildings, fences and structures.

16. If the club proposes to put up buildings or structures or to make badminton or tennis courts conditions should be imposed to the effect that the site as well as the plans and estimates should be approved by the Executive Engineer on behalf of the Government in order to ensure that such buildings, structures or courts are in keeping with the layout of the Government buildings.

17. The license should be made revokable at 24 hours' notice.

----0----

SCHEDULE.

Town or Village.	Ward No.	Survey No.	Area.	Boundaries.
Hospet Town		252	0.36	North open space in the compound South do - East Road West. open space do.

In witness---

I agree to the conditions contained in the above license.

M Thomman
Licensee.
Secretary. Hospet Club

ANNEXURE 33.

Plans (to be specified).

3/3

18/10/37

18/10/37 Collector.

Area of 252/2 = 0-31 acres

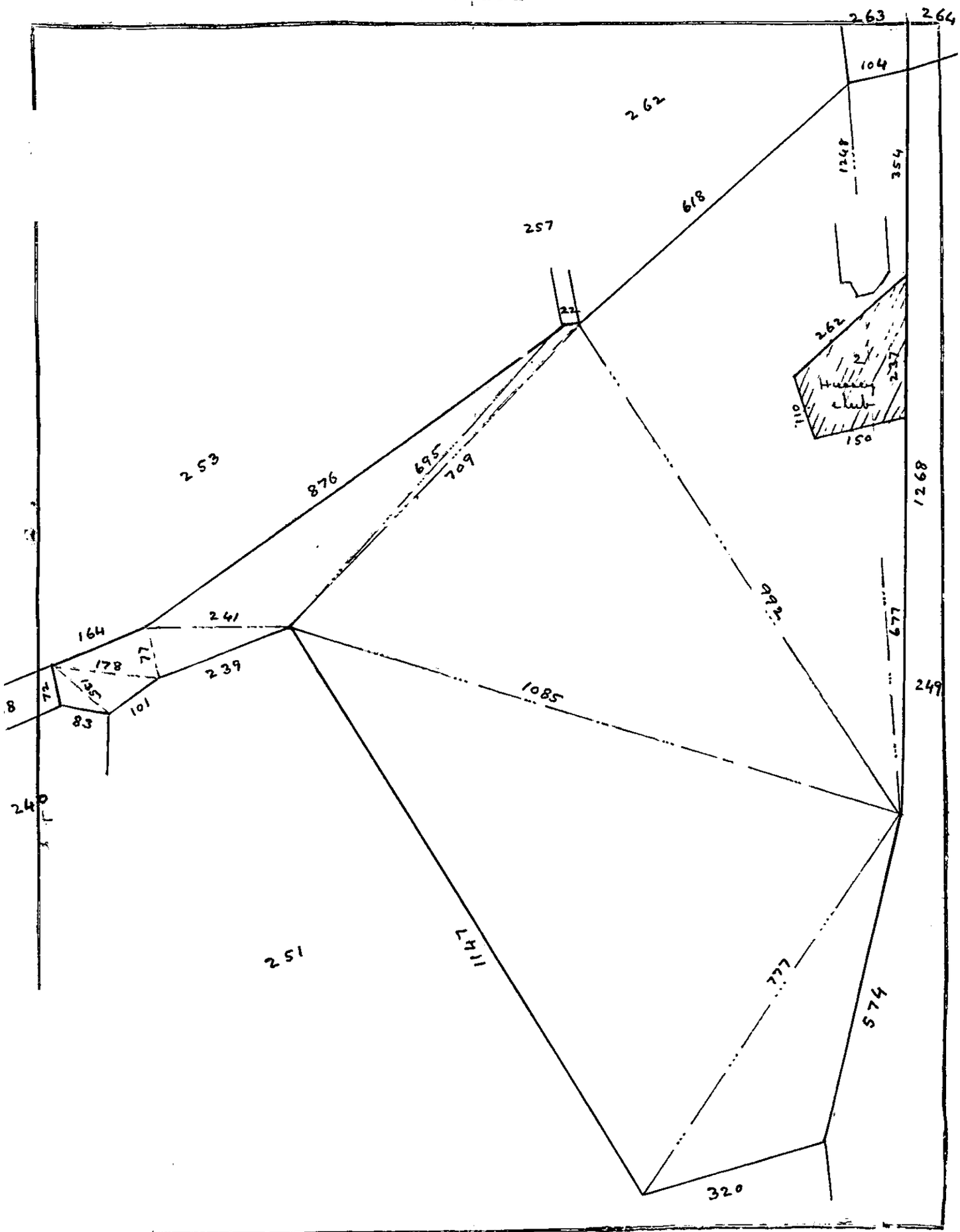
R.F. VII-20.

District Bellary

Taluk Hospet

Village { No. 95
Name Hospet.

Field No. 252 Area 12.49 Acres.



Scale 1/2 inch=One Chain.

K Ramachar
27/4/33 Kanungo Hospet.

K Narayanbhat
26/4/33

11 Hosp.ct. 7
15

From The Secretary
Badminton Club
Sub collr's office
Compound, Hosp.ct

To
The Sub collector
Hosp.ct

Sir,

There is a Badminton club in the Sub Collr's office compound Hosp.ct. working for the last nearly two years - The land occupied by the club may be leased out in the name of the Secretary - The members of the club are willing to abide by the conditions of the licence.

We dont propose to erect any buildings on the land for the present.

Yours
Secretary Badmin.
(Hussey) club Hosp.ct
6.8.37

Members of the Hussey Club

K. M. Munisami Esq. I.C.S. Sub Collector
President of the club

2. Rao Sahib Krishnamachariar Naidu garu — Dy. Superintendent of Police

3. " D. Sitarama Rao — Head clerk S.C's office Secy

4 " N. Veerasami Naidu — 2nd clerk S.C's office

5 " S. Ramachandran — clerk S.C's office

6 " M. Ramaiah — do.

7 " B. Bhoshanyacha — do

8 " C. E. Chambers — do

9. " H. Krishna Rao — Cyprus

10 M. Ambaiah — Peon attender.

11 D. Gopalan

Hospet Hussey Club,Hospet

Proceedings of the General Body meeting held on 5.9.193[illegible]

******

The following rules are framed for the conduct of the Hussey club,Hospet.

1.Membership of the club is opened to all officials of all Government department at Hospet.

2.Officers bearers are one president and one secretary. The Sub Collector ~~should be~~ is the ex-officio president of the club and the Head Clerk Sub Collector's office will be ex-officio secretary.

3.Resolved to apply for a license for the use of the land occupied by the Badmenten court on payment of fee to be fixed by the Collector and also abide by the conditions prescribed in para 4 of G.O.2051 Rev.Dated 18.9.36.Secretary is authorised to send an application.

4.The Secretary should maintain an inventory of the properties and libraey of the club.He will be responsible for the safty of the propertirs of the club.

5.Every member should pay an admission fee of 0-8-0 and a monthly subscription of 0-4-0 in advance.

6. The subscription should be paid before the 15th of each month.The defaulters will be srtuck off the roll.Such defaulters can only be enrolled on ~~payment~~ payment of arrears plus admission fee noted in rule 5.

7. The secretary who is also the Treasurer,should maintain the receipts and charges of the club.The accounts of the club will be audited annually.The audited accounts and the admininstration report should be presented to the General body about in December of every year.

M Chanmeeran 5/9/37:
Secretary of the Hussey club

J & F. H

C.F. 16.

DRAFT FOR APPROVAL

	Date.	Initial
When received for fair copying		
When copied		
When examin		
When signed		
When despatc		
READ AGAIN		

SUBJECT :—

The Collector of Bellary is requested to report on the following points :-

(1) the market value of the land proposed to be licenced and

(ii) whether the Club premises is across a parish or structure etc the near future. If not conditions 5 and 7 of the draft licence may be suitably amended

(2) The Collector is also requested to submit

revised draft licence
with reference to the
corrections made in pencil
in the draft licence
returned herewith.

To
The Collector of
Bellary
with a draft licence
pp. 3-4 cf

C.F. 22

In reply, please quote number, date and short title.*

Revenue DEPARTMENT.

Received ..... Registered B 4664/37 B 5186/37

From (Name) T.C.Wood Esq., I.C.S.,

(Designation) Collector

Post Box ....., (Station) Bellary

Telegraphic Address .....

To

The Secretary to the Board of Revenue,

Madras.

Ref.C. No.5580 A/37, *dated* 16th Dec. 1937.
A-7

Sir,

ENCLOSURES 2 Sheets pb17-18c4

SPARE COPIES

License - Land - Hospet taluk and village - S.No. 252 - Sub Collector's office compound - Hussey Club - Badminton court - proposals - information furnished.

Ref: Board's Rei. B. 5186/37 dated 6-11-1937.

The market value of the land proposed to be licensed is Rs. 36/-

2. The club does not propose to erect a pavilion or structure in the near future. Conditions 5 and 7 of the draft license are suitably amended. Revised draft licenses with the necessary corrections duly embodied are enclosed.

20/12/37

For Collector.

B.S. 20/12.

20/12

Contd.

LICENCE FOR THE USE OF STATE LAND FOR RECREATION PURPOSES.

the Collector of Bellary district (hereinafter referred to as the Collector) hereby license and authorise the Secretary Hussey club for the time being (hereinafter referred to as the licensee) to use at all times during the continuance of this licence all that piece and parcel of land suited in the Sub-Court's office compound and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached, for the purpose of the Badminton Club subject nevertheless to the conditions herein contained.

R S.No 95/5 Extent 0-4 Cents of Town-1 Village-the Sub-Court compound

2. The licensee shall, so long as the licence hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual licence fee of Rs. 0-4 clear of all deductions, the first of such payments to be made ~~on the~~ from the date ~~of granting the licence~~ and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable in respect of the said land.

4. The licensee shall not use the said land or suffer it to be used except for the purposes of the Badminton Club which are the following:

The licensee may erect
~~In accordance with the plan (s) hereto annexed.~~

The land ~~and buildings~~ (s) shall not be used for political meetings.

The licensee shall not, ~~except as provided in condition~~ buildings, fences or structures of a permanent or a temporary character on the said land without the previous written sanction of the ~~Government of~~ Madras Board of Revenue

5. The licensee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Collector and shall also maintain the structures, if any, erected thereon as aforesaid, in good and substantial repair to the satisfaction of the Collector. No alteration or extension of any such structures shall be made without the previous written sanction of the ~~Government~~ Board of Revenue of Madras.

6. The licensee may uproot, cut down or destroy such trees plants, groves or bushes, as, in the opinion of the Collector, it is necessary to uproot, cut down or destroy, to make the said land fit for the purposes of the Badminton club, and may take them free of charge and dispose of them in any manner he likes. The licensee may level the ground by removing embanked pathways and filling up low-lying places on the said land so as to make the ground fit for the purpose of the Badminton club and may mow and cut the grass thereon and dispose of the same in any manner he likes and do any work on the said land which in the opinion of the Collector is necessary for such purpose.

7 10. The licensee shall remove immediately any unauthorised building, fence or structure, on receiving notice from the Collector, and in default of immediate compliance with any such notice, the Collector shall have power to remove the same and the licensee shall, upon demand made by or on behalf of the Collector, pay the cost of removal and the cost of storing the materials removed and take delivery of the same. The licensee shall have no claim to any materials removed under this condition, which shall not have been taken delivery of, or the cost of removal and storage of which shall not have been paid by the licensee on demand made as aforesaid.

7 11. The licensee shall not, without the previous writte

written sanction of the ~~Government of~~ Board of Revenue Madras, permit any person to use the said land or ~~any structure~~ thereon or any portion of such land or of such structure except as provided in condition 4.

10 12. The licensee shall on the termination or revocation of the licence restore the said land to as good a condition as is consistent with the foregoing conditions.

11 13. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as is permitted by the foregoing conditions.

12 14. The Collector may revoke this licence at any time if the licence fee or any part thereof shall remain unpaid for 15 days after it has become payable (whether formally demanded or not) or if the licensee shall have broken any of the conditions herein contained and assume control or otherwise dispose of all or any part of the said land and any buildings, fences and structures thereon and the licensee shall not be entitled to any compensation therefor.

13 15. The licence hereby granted may be revoked by the Collector, after giving ~~six months'~~ three months' notice in writing and by the ~~Government of~~ Board of Revenue Madras, without notice for emergent reasons (the said ~~Government of~~ Board of Revenue Madras being the sole judge of the emergency) and shall be terminable by the licensee, by giving to the Collector ~~Six months'~~ three months' notice in writing but without prejudice to any right of action or remedy of the Collector in respect of any antecedent breach of ~~the~~ any of the foregoing conditions. The licensee shall not, in case of such revocation or termination, be entitled to any compensation in respect of any buildings, fences and structures on the said land or of any other improvements effected by him to the said land, but he may, before the revocation or termination of the licence takes effect or, if the licence is revoked without notice, within such time as may be allowed by the Collector in that behalf, remove such buildings, fences and structures.

16. If the club proposes to put up buildings or structures or to make badminton or tennis courts conditions should be imposed to the effect that the site as well as the plans and estimates should be approved by the executive engineer on behalf of the Government in order to ensure that such buildings, structures or courts are in keeping with the layout of the Government buildings.

J · F · H
G A H
F · W · S ·

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying		
When copied		
When examined		
When signed		
When despatched.		

SUBJECT :—

Licence - Land - (Bellary Hospet Tk ~~Town~~ and Town ~~V.M.~~ ~~Town~~ S.No. 252 part - Sub-Collector's office Compound - Hussey Club - Badminton Court - Sanctioned.

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO* :—

No. B 5186/37 From the Coll. of Bellary Ref 5580/36-A-7817-10-37 Q

" B 6464/37 " " Ref " 5580 A/37-A7 19 16-12-37 Q

" _____ " _____ " _____ " _____ 19____.

~~Order~~ / Resolution ~~Ms.~~ / ~~Rout.~~ No. 107, dated 15-1-1938.

The Board sanctions the grant of a licence to the Hussey Club, Hospet to use an extent of 0·36 cents of land in S.No. 252 of Hospet ~~Town~~ own, for the purpose of a badminton Court - The licence will be n the form annexed to these proceedings nd will be subject to the conditions tipulated therein.

KB.
11.1.38
Ry
13/1/38

FL
15738.

pp 21-24 to be copied and
pp 1-6 C.F. to go in original)

~~te to C D~~

Please keep a neatly typed copy of the
:t licence in the file.

LICENCE FOR THE USE OF STATE LAND FOR RECREATION PURPOSES.

I, E.C. Wood esq. I.C.S the Collector of Bellary district (hereinafter referred to as the Collector) hereby license and authorise the Secretary Hussey Club for the time being (hereinafter referred to as the licensee) to use at all times during the continuation of this licence all that piece and parcel of land situated in S.No. 93 part of Hospet village in the compound of the Sub Collector's Office and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached, for the purpose of the Badminton Court subject nevertheless to the conditions herein contained.

2. The licensee shall, so long as the licence hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual licence fee of Rs.0-4-0 clear of all deductions, the first of such payments to be made on the fifteenth day of January 1938 and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable in respect of of the said land.

4. The licensee shall not use the said land or suffer it to be used except for the purposes of the Badminton Court.

5. The land shall not be used for Political meetings.

6. The licensee shall not, erect any buildings, fences or structures of a permanent or a temporary character on the said land without the previous written sanction of the Board of Revenue, Madras.

7. The licensee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Col-

Collector

Collector and shall also maintain the structures, if any, erected thereon as aforesaid, in good and substantial repair to the satisfaction of the Collector. No alteration or extension of any such structure shall be made without the previous ~~permission~~ written sanction of the Board of Revenue, Madras.

8. The alienee shall remove immediately any unauthorised building, fence or structure, on receiving notice from the Collector, and in default of immediate compliance with any such notice, the Collector shall have power to remove the same and the licensee shall, upon demand made by or on behalf of the Collector, pay the cost of removal and the cost of storing the materials removed andtake delivery of the same. The licensee shall have no claim to any materials removed under this condition, which shall not have been taken delivery of, or the cost of removal and storage of which shall not have been paid by the licensee on demand made as aforesaid.

9. The licensee shall not, without the previous written sanction of the Board of Revenue, Madras, permit any person to use the said land or any structure thereon or any portion of such land or of such structure except as provided in condition 4.

10. The licensee shall on the termination or revocation of the licence restore the said land to as good a condition as is consistent with the foregoing conditions.

11. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as is permitted by the foregoing conditions.

12. The Collector may revoke this licence at any time ~~the~~ if the licence fee or any part thereof shall remain unpaid for 15 days after it has become payable (whether formally demanded or not) or if the licensee shall have broken any of the conditions herein contained and assume control or otherwise dispose of all or any part of the said land and any buildings, fences and structures thereon and the

licensee

licensee shall not be entitled to any compensation therefor.

13. The licence hereby granted may be revoked by the Collector or any higher authority after giving 24 hours notice in writing and by the Board of Revenue, Madras, witho notice for emergent reasons (the said Board of Revenue being the sole judge of the emergency) and shall be terminable by the licensee, by giving to the Collector six months notice in writing but without prejudice to any right of action or remedy of the Collector in respect of any antecedant breach of any of the foregoing conditions. The licensee shall not, in case of such revocation or termination, be entitled to any compensation in respect of any buildings, fences and structures on the said land or of any other improvements effected by him to the said land, but he may, before the revocation or termination of the licence takes effect or, if the licence is revoked without notice, within such time as may be allowed by the Collector in that behalf, remove such buildings, fences and structures.

S C H E D U L E.

Town or village.	Ward No.	Survey No.	Area.	Boundaries.
Hospet Town	XII	252	0.36	North: Open space in the compound. South: -do- East: Road West: Open space in the compound.

In witness---

I agree to the conditions contained in the above licence.

Licensee.
Secretary, Hussey Club.

Annexures

Plans (to be specified)

KN 20/1

Note File

Licence - land - (Bellary) - Hospet TK and village - S. No. 252 (part). - Sub Collector's office Compound - Hussey Club — Badminton Court - Proposals

B. 5186/37 from the Collr. of Bellary.

To Asst. Secretary.

The proposals at pp 1-15 ct., received from the Collector of Bellary, regarding the grant of a licence to the Hussey Club for a Badminton Court have been scrutinised. A reference to the Collector seems necessary. Draft submitted for approval.

K.S.
4/11/37
5-11-37)

5/11/37. J.S. (A) 6/11/37

Issued as Reference B 5186, 37-1 ct. 6-11-37.

B (4 Ls, 5) from the Collector of Bellary

dt 5 & 6 A 3-7 ct. 16-B 37

To Asst. Secretary.

Please see the Collector's letters at pp 1 and 19 ct.

The proposals in the current file relate to the issue of a licence to the

Hussey Club, Hospet for the occupation
of an extent of 0·36 cents of land in p1 ct
S.No 252 of Hospet Town for the purpose p5 ct
of a Badminton Court.

The site applied for is situated
in the compound of the Sub Collector's p1 ct
office at Hospet. The Collector reports
that the Ex. Engineer has approved the de
plan of the site. The Badminton
court is already in existence. So
the special condition 1 on page 20 of (E)
need not be included in the draft
licence.

The members of the club are p1 ct
officials. The Collector has proposed
a nominal licence fee of Rs 0-4-0 per
annum. This may be approved

The market value of the site
occupied is reported to be p19 ct
Rs 36/-. It is within the powers of sanction
of the Full Board. The proposals
may be sanctioned.

The draft licence at pp. 21:22 ct
may also be approved

Ch.
24.12.37
28/12/37

31/38 J.S. (A)

M.3

M.2

M.1

A.S (L.R)

To Asst Secretary

Please see the orders on the previous page. Drafts submitted for approval

I.C.S.

11/1/38

15.1.38

15/1/38